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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION – E-FILING

DANIEL T. SHANKS,

Plaintiff,

v.

WASHINGTON MUTUAL, INC. and Does
1-10, inclusive,

Defendants.

CASE NO. CV-08-03694 SC

NOTICE OF RELATED CASES

**TO THE CLERK OF THE ABOVE-ENTITLED COURT AND TO PLAINTIFF AND HIS
ATTORNEYS OF RECORD:**

PLEASE TAKE NOTICE that pursuant to Northern District Local Rule 3-12(b), this action is related to Case Nos. C 08-03693 JCS, C 08-03692 SBA and C 08-03691 JL, United States District Court, Northern District of California.

RELEVANT FACTS

Plaintiff Daniel T. Shanks formerly was an executive with Provident Bancorp Services. His employment with the company was subject to a “Change in Control” agreement (“CIC”)

1 which specified that, in the event Providian's ownership changed and plaintiff's employment was
 2 terminated for reasons other than "for cause" or "disability," plaintiff would be entitled to certain
 3 payments. In due course Providian was merged with and into defendant Washington Mutual.
 4 Thereafter, plaintiff's employment terminated and triggered the severance payment provisions of
 5 the CIC. Plaintiff's lawsuit in this Court alleges that defendant failed to properly calculate and
 6 pay him the sums due under the CIC during his employment with and after his termination from
 7 Washington Mutual.

8 The plaintiffs in the related cases listed above are John Alexander Webber (Case No. 08-
 9 CV-3692 SBA), Jose Onassis Novicio Tagunicar (Case No. 08-CV-3691 JL), and Robert G.
 10 Merritt (Case No. 08-CV-3693 JCS.) These plaintiffs, like plaintiff Shanks, were executives at
 11 Providian who entered into substantially identical CIC agreements and, during their employment
 12 with and after their termination from successor Washington Mutual, were underpaid in violation
 13 of their individual CICs.

14 15 **GROUNDS FOR NOTICE OF RELATED CASE**

16 All of these cases arise from underlying contracts that substantively are the same; plaintiffs
 17 allege the same types of damages (underpayment of sums due under substantively identical
 18 "Change in Control" agreements); and all cases involve the same defendant (Washington Mutual)
 19 and no others other than unspecified fictitiously-named defendants.

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21 DATED: August 7, 2008

KENNEY & MARKOWITZ L.L.P

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23 By: 

24 STEPHAN E. KYLE
 25 KYMBERLY E. SPEER
 26 Attorneys for Plaintiff
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